



**MISSOURI DEPARTMENT OF TRANSPORTATION
QUOTATION GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000 TO \$24,999.99
*THIS IS NOT AN ORDER***

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 7, 2010	QUOTE DUE BY: APRIL 21, 2010 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
WORK TO BE COMPLETED AS OUTLINED HEREIN, UPON RECEIPT OF NOTICE TO PROCEED.	QUOTATION #: D7-10-014	BUYER NAME: CATHY BAY PHONE NUMBER: 417-621-6354 FAX NUMBER: 417-629-3226
District Mailing Address: Missouri Department of Transportation – District 7 Attn: Cathy Bay General Services/Procurement 3901 E. 32 nd Street Joplin, MO 64804		Delivery Location: District 7 Main Office Building Located at 3901 East 32 nd Street in Joplin, MO
DESCRIPTION		
ELEVATOR MAINTENANCE SERVICES		
<p>The Missouri Department of Transportation (Moot) District 7, is requesting a quotation to provide Moot with elevator maintenance services for the elevator located in the main office building located at 3901 East 32nd Street, Joplin, MO.</p> <p>Please provide a quotation on the attached “Pricing Page”.</p> <p>Introduction and Scope of Work Requirements are listed beginning on Page four (4).</p> <p>The bidder hereby declares understanding, agreement and certifications of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications, and terms and conditions contained herein.</p> <p>Quotations may be faxed to the attention of Cathy Bay @ fax number 417-629-3226. If you have any questions pertaining to this quotation please contact Cathy Bay @ phone number 417-621-6354 or email address: Cathy.Bay@modot.mo.gov.</p>		

All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected

RsMO 34.040.6 COMPLIANCE

The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

Non-employment of Unauthorized Aliens

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of the attached AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

VENDOR NOTES

Empty space for Vendor Notes

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
NO	MINORITY BUSINESS ENTERPRISE (MBE) ? YES
NO	WOMEN BUSINESS ENTERPRISE (WBE) ? YES
Would your company like information on becoming a registered/certified MBE/WBE vendor?	
NO	YES

1. INTRODUCTION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive bids for the provision of elevator maintenance services as set forth herein.
- 1.2 Inspection of Facility and Elevator:
 - 1.2.1 Unless a bidder has specific current knowledge of the facility and the facility elevator, bidders shall tour the facility and the facility elevator prior to submission of a quotation. The bidder should contact Mendi Allgood at (417) 621-6341 for scheduling the inspection. A record of those potential bidders attending a tour will be maintained for verification purposes.
 - a. Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and the facility's elevator, and/or any other existing condition, factor, or item that may affect or impact the performance of service described and required by the contractual agreement requirements.

2. SCOPE OF WORK

2.1 Specific Requirements:

- 2.1.1 The contractor shall perform all services necessary to maintain the referenced elevator, in optimum working order and first class condition for the Missouri Department of Transportation District 7 Main Office. The contractor shall provide all services to the sole satisfaction of the Missouri Department of Transportation (hereinafter referred to as "MoDOT") in accordance with specific requirements stated herein.
- 2.1.2 The contractor must maintain the elevator listed on the Pricing Page in optimum working order and first class operating condition in accordance with the current provisions of ANSI standard A17.1.
- 2.1.3 The contractor must perform services designed to minimize wear and tear on the elevator equipment and to forestall a breakdown which would put the elevator out-of-service
- 2.1.4 The contractor shall perform the following maintenance services, as further defined herein:
 - a. Initial Repair and Testing
 - b. Annual Testing and Inspections
 - c. Preventive Maintenance
 - d. Unscheduled Service Calls and Emergency Service Calls
 - e. Parts, Inventory, and Storage
- 2.1.5 In addition to the maintenance services listed above, the contractor shall provide the following services if requested and authorized by MoDOT:
 - a. Pre-Maintenance Repairs/Services
 - b. Supplemental Repair/Service
- 2.1.6 The contractor shall have a mechanic or apprentice on-site during normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding holidays).

- 2.1.7 Upon arrival and prior to providing any elevator maintenance services (pre-maintenance, routine, emergency, unscheduled, or supplemental) for MoDOT District 7, the contractor shall sign-in with Mendi Allgood or any authorized Facilities personnel at the MoDOT District 7 main office, located at 3901 East 32nd Street, Joplin, MO.

2.2 Pre-Maintenance Repairs/Services:

- 2.2.1 Except as specified below, the contractor shall not be responsible for the Pre-Maintenance Repairs/Services, as listed by the contractor on the Pricing Page for the MoDOT District 7 Main Office and submitted with the contractor's awarded bid based on the facility inspection/tour conducted prior to submission of the bid. The contractor shall agree and understand that MoDOT District 7 shall be responsible for such pre-maintenance repairs/services.
- a. After MoDOT District 7 completes the listed pre-maintenance repairs/services, the contractor shall inspect the elevator to verify the elevator's optimum working order and first class operating condition. After such verification, the elevator shall be turned over to the contractor for maintenance as specified herein.
- 2.2.2 However, if specifically authorized in writing by MoDOT District 7, the contractor shall perform the Pre-Maintenance Repairs/Services listed on the Pricing Page. If MoDOT authorizes the contractor to provide all or part of the Pre-Maintenance Repairs/Services listed, the contractor shall perform the repairs/services and shall be paid for the repair/service in accordance with the firm, fixed prices stated on the Pricing Page.
- a. MoDOT District 7 reserves the right to have all or part of the Pre-Maintenance Repairs/Services, if any, be performed by another party prior to turning the elevator over to the contractor for service under the contract agreement.

2.3 Initial Repair and Testing:

- 2.3.1 Following award of the contract, MoDOT District 7 shall provide the contractor with a service manual and a set of mechanical and electrical schematics and wiring diagrams regarding the elevator, if such is available. If provided, the contractor shall update the drawings to present conditions, and shall provide a copy to MoDOT District 7 within thirty (30) calendar days after initial receipt of the documents from MoDOT.
- a. The contractor shall maintain and keep the documents updated.
- b. The contractor shall agree and understand that the service manual, mechanical and electrical schematics, wiring diagrams, blueprints, and any other such documents shall remain the property of MoDOT. Upon expiration or termination of the contract agreement, the contractor shall return the updated documents to MoDOT District 7.
- 2.3.2 By no later than **April 30th, 2010**, upon receipt of "Notice to Proceed", the contractor must thoroughly inspect and test all elevator equipment and safety features. The contractor must perform, but not be limited to, the following services to the elevator equipment as applicable.
- a. Conduct no-load, hand speed safety test on elevator.
- b. Service and adjust brakes.
- c. Service and adjust overload relays on elevator.

- d. Adjust door operation on elevator to assure it is within the latest edition of ANSI A17.1 code requirements.
- e. Conduct hydraulic elevator relief valve cutoff pressure test per the latest edition of ANSI A17.1, 1971 rule 1001.6a on hydraulic elevators.
- f. Check all safety circuits to assure proper operation.
- g. Replace all defective components.
- h. Test emergency lowering device.

2.4 Annual Testing and Inspections:

- 2.4.1 On an annual basis, the contractor shall inspect and test all safety devices, governors, etc., as required by the latest edition of American Standard Safety Code of Elevators and Dumbwaiters.
 - a. The contractor must give written notification to the MoDOT District 7 Facilities representative (10) days prior to conducting such tests.
 - b. By no later than ten (10) calendar days after completion of such tests, the contractor must furnish MoDOT District 7 with a written report, certifying that the elevator has been inspected and tested for compliance with the American Standard Safety Code. The statement of certification must itemize all tests performed and must indicate the results of said tests.
- 2.4.2 In accordance with the Missouri Elevator Safety Act, RSMo 701.350 – 701.380 and 11CSR 40-5.010 - 40-5.150, the contractor must perform an annual inspection on the elevator. The inspection must be witnessed by a certified independent elevator inspector provided by MoDOT District 7. MoDOT District 7 will attempt to schedule such inspections to the mutual agreement of the contractor, the certified independent elevator inspector, and MoDOT District 7. If a mutual agreement cannot be arranged, MoDOT District 7 shall have final rule as to when the inspection shall be done.
- 2.4.3 On an annual basis, the contractor must perform a no-load, full speed test of all safety mechanisms, overhead speed governors, and car and counterweight buffers (oil buffers only) on the elevator. However, if directed by MoDOT District 7, the contractor must perform a five (5) year full load, full speed test of all safety mechanisms, overhead speed governors, and car and counterweight buffers (oil buffers only) in lieu of the annual no-load test. Within ten (10) days after performing the test, the contractor must submit a written report indicating the results of the test to MoDOT District 7.

2.5 Preventive Maintenance Requirements:

- 2.5.1 The contractor must comply with the frequency of inspection and the preventive maintenance of the elevator as specified in the Preventive Maintenance Schedule (Attachment #1).
- 2.5.2 The contractor must perform the preventive maintenance service in accordance with the following:
 - a. Unless other specific arrangements are agreed upon by MoDOT District 7, all preventive maintenance service and scheduled repairs must be performed during regular MoDOT District 7 work hours (7:30 a.m. to 4:00 p.m.), Monday through Friday, except for holidays.
 - b. Each preventive maintenance service must include a minimum of two (2) hours of service on the elevator, per month.
 - c. Prior to performing any preventive maintenance service, the contractor shall provide MoDOT District 7 with an inspection and preventive maintenance report which outlines all tests and/or inspections to be performed by the contractor on the elevator.

- d. The contractor must provide an inspection checklist for the elevator. The checklist shall be kept in a central location and be available for viewing at any time, and shall be kept up-to-date at all times. The contractor must ensure that the contractor's personnel performing the preventive maintenance service initial and date all items on the checklist.
- e. By no later than 48 hours after each scheduled preventive maintenance service, the contractor must provide MoDOT District 7 with a preventive maintenance report updated with the results of all tests and/or inspections and with the contractor's plan of corrective action for any deficiencies found during the inspections/testing.
- f. MoDOT District 7's representative shall have the authority to make spot inspections at any time to assure the contractor's compliance with the Preventive Maintenance Schedule.

2.5.3 The contractor must service, or replace as needed, the elevator components listed in Attachment #2.

2.5.4 The contractor must keep the exterior of all elevator machinery and all other parts and equipment that are subject to rust, properly painted and presentable at all times.

2.5.5 The contractor must service and treat all motor windings and controller coils with a proper insulating compound as may be required to keep the equipment in a safe and satisfactory operating condition.

2.5.6 The contractor must keep all elevator mechanical equipment free from hydraulic oil leaks.

2.5.7 Except as stated in the subparagraph below, the contractor must furnish all labor, tools (including diagnostic tools), materials, and service necessary to perform the preventive maintenance services and must furnish replacement parts of every description for any part of the elevator which becomes unserviceable and unreliable due to ordinary wear under normal use.

- a. Unless requested by MoDOT, the contractor shall not perform the services or provide the parts listed in Attachment #3, which are defined as Supplemental Elevator Repair/Service.

2.5.8 The contractor must exercise precaution at all times for the protection of persons and property. The contractor must observe the safety provisions of applicable laws, and building, and construction codes. The contractor must guard or eliminate machinery, equipment, and all hazards in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The contractor shall also comply with applicable requirements of Occupational Safety and Health Act of 1970 and the latest revisions thereto.

2.6 Unscheduled Service Calls and Emergency Service Calls:

2.6.1 Unscheduled Service Calls – The contractor shall respond to requests from MoDOT District 7 for additional elevator service needed due to problems with the elevator. The contractor shall agree that such requests shall be made verbally and confirmed via email by MoDOT District 7 and shall be for service for which the contractor is responsible as part of the contractor's preventive maintenance requirements.

- a. The contractor shall respond to service calls as soon as reasonably possible for requests made prior to 4:00 p.m. during regular state MoDOT District 7 business hours (7:30 a.m. to 4:00 p.m., Monday through Friday, excluding holidays). If the request for service is not made until after 4:00 p.m., the contractor must respond to the service call by 8:00 a.m. the following workday.

Additionally, if approved by MoDOT District 7, the contractor may continue to work after 4:00 p.m. in order to complete the necessary repair(s) from a service call if such repair(s) cannot be completed during regular hours.

- b. All unscheduled service calls must be performed during regular MoDOT District 7 business hours unless other specific arrangements are agreed upon by MoDOT District 7.
- c. The contractor must obtain the prior approval of MoDOT District 7 for any such service calls which cannot be made during the regular MoDOT District 7 business hours.

2.6.2 Emergency Service Calls – Upon request by MoDOT District 7, the contractor shall make emergency service calls in order to effect immediate repairs/services to the elevator.

- a. MoDOT District 7 shall provide the contractor with the names of persons from MoDOT District 7 who are authorized to call for emergency service.
- b. During normal MoDOT District 7 business hours and non-business hours, the contractor must respond to emergency service calls by servicing the elevator as soon as reasonably possible.
- c. The contractor shall only be entitled to compensation for emergency services that are performed during non-business hours.

2.6.3 The contractor must submit a monthly service report to MoDOT District 7 which documents each unscheduled service call and emergency service call made during the monthly reporting period. The service report shall include the date, hour, location, and reason service was required and a brief description of services performed.

2.7 Parts, Inventory, and Storage:

- 2.7.1 The contractor must stock and maintain, at the contractor's storage location, an adequate supply of spare parts needed to ensure the maintenance and repair of the elevator. This inventory shall include, not be limited to, miscellaneous switches and relays, all circuit boards, and most other items which will likely be required.
- 2.7.2 In addition to the storage provided by the contractor, MoDOT District 7 shall provide space for the contractor to put a lockable storage cabinet(s) for the orderly arrangement and safekeeping of equipment parts, wiring diagrams, and other printed data pertinent to the servicing of the individual elevator. This space may be in a machine room, penthouse, or other area designated by MoDOT District 7. The contractor shall permit MoDOT District 7 to have access to any and all such storage cabinets provided by the contractor.
- 2.7.3 All parts furnished and installed by the contractor shall be genuine replacement parts, made especially for the make of elevator on which they shall be used, unless substitution is specifically approved by MoDOT District 7 prior to installation. No makeshift or substitute equipment shall be permitted for making repairs, and all workmanship shall be in accordance with the National Electric and/or American Standard Safety Elevator and National Fire Protection Association (NEPA) code.
- 2.7.4 The contractor must use only lubricants of the proper type or grade for the use intended. The use of dirty, contaminated, or deteriorated lubricants shall be prohibited. The contractor shall properly dispose of waste lubricants within eight (8) hours after removal from the elevator.

2.7.5 The contractor shall store all lubricants, fluids, etc., in approved containers and in a manner and place as designated by MoDOT District 7.

2.7.6 By no later than thirty (30) calendar days after the effective date of the contract agreement, the contractor shall provide MoDOT District 7 with a detailed list of spare parts which are stocked and maintained.

2.8 End of Period Maintenance, Damages, and Other Liquidated Damages:

2.8.1 MoDOT District 7 shall have the right at any time during the effective period of the contract agreement to have an independent inspection of the elevator. In the event additional service is found to be required on the elevator, the contractor shall perform such service or be charged for the cost of having such service performed by another party. The amount charged by the other party shall be deducted from the contractor's payment hereunder or invoiced to the contractor as a total amount due.

2.8.2 Liquidated Damages: The contractor shall agree and understand that the provision of the elevator maintenance services in accordance with the requirements and delivery schedule stated herein is considered critical to the efficient operations of MoDOT District 7. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedule, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event an elevator is out-of-service for a period in excess of forty-eight (48) hours due to contractor's negligence or failure to comply with the provisions of the contract agreement, and the contractor fails to respond within the time frame indicated herein, the contractor shall be assessed liquidated damages in the amount of one hundred (\$100.00) dollars for each twenty-four (24) hour period thereafter that the elevator is out-of-service.
- b. In the event an elevator is out-of-service for more than two (2) calendar weeks, the contractor shall agree and understand that MoDOT District 7 shall discontinue payment to the contractor for the out-of-service elevator until such time as the elevator is restored to optimum working order and first class operating condition. In addition, any elevator out-of-service for an extended amount of time shall constitute a breach of the contract agreement subject to contract agreement cancellation.
- c. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of MoDOT District 7.
- d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT District 7 and shall be in addition to, not in lieu of, the rights of MoDOT District 7 to pursue other appropriate remedies.

2.9 Additional Requirements:

2.9.1 The contractor must ensure that any and all elevator services are performed by and under the supervision of skilled, experienced elevator service technicians directly employed and supervised by the contractor. The contractor shall understand that any personnel performing services pursuant to the contract agreement shall be subject to the approval of MoDOT District 7.

- 2.9.2 The contractor must maintain good housekeeping practices on the elevator. The contractor must keep the elevator pit, machine rooms, and penthouse clean and free of scrap parts, oily rags, combustible materials, and/or accumulation of debris.
- 2.9.3 The contractor shall guarantee all services, materials, parts, labor, etc., for a period of one (1) year from date of installation or performance of service.

2.10 Invoicing and Payment Requirements:

- 2.10.1 Invoicing - The contractor shall submit a monthly invoice itemizing services provided to the address listed below. The invoice shall include the contract agreement number.

Missouri Department of Transportation
3901 East 32nd Street
Joplin, MO 64804

- 2.10.2 Payments - Subject to the reductions stated herein, the contractor shall be paid the firm, fixed price per month specified on the Pricing Page for all maintenance services performed on the elevator in accordance with the requirements herein.
 - a. In the event that an emergency service call was required, authorized, and performed during non-business hours, the contractor shall be paid the firm, fixed price per hour for emergency service for those hours in which emergency service was actually provided during the monthly period.
- 2.10.3 Other than the monthly maintenance payment specified above (and the emergency call payments, if necessary), no other payments or reimbursements for parts, materials, expenses, services, etc., shall be made to the contractor for any reason whatsoever.

2.11 Supplemental Repair/Service Requirements:

- 2.11.1 The contractor shall only provide Supplemental Repairs/Services at the request of and with the prior written approval of MoDOT District 7.
 - a. For purposes of this document, Supplemental Repairs/Services shall be defined as services, repairs, or parts which are not included in the preventive maintenance services specified herein and which are not required in order to keep the elevator in optimum working order and first class condition. Examples of repairs, services, and parts which shall be considered Supplemental Repairs/Services are provided in Attachment #3.
- 2.11.2 In the event MoDOT District 7 requests the contractor provide a Supplemental Repair/Service, the contractor shall provide MoDOT District 7 with a guaranteed not-to-exceed total price for such prior to beginning the Supplemental Repairs/Services. The guaranteed not-to-exceed total price shall be computed using the Supplemental Repairs/Services Hourly Price, and the cost for the parts and materials plus the percentage over the actual net cost for the parts and materials as stated on the Pricing Page.
 - a. The contractor shall agree and understand that MoDOT District 7 shall have the right to approve or reject such guaranteed not-to-exceed price and obtain the necessary Supplemental Repairs/Services from another party as deemed in the best interest of MoDOT District 7. In the event that another party performs the necessary Supplemental Repairs/Services, the contractor shall have the right to inspect the elevator to verify its optimum working order and first class operating condition prior to resuming the maintenance service on such elevator.

2.11.3 Payment and Invoicing:

- a. The contractor shall submit itemized invoices for Supplemental Repairs/Services documenting actual hours of services provided and actual invoices for the part/material(s).
- b. The contractor shall be paid for Supplemental Repairs/Services performed in accordance with the firm, fixed hourly price stated on the Pricing Page.
- c. In addition, the contractor shall be reimbursed for parts and materials needed for the performance of Supplemental Repairs/Services based on the invoice for such parts/materials. The contractor shall also be paid the firm, fixed percentage over the actual net cost of the part/material as stated on the Pricing Page.
- d. In no event shall the amount paid the contractor for any Supplemental Repair/Service exceed the guaranteed not-to-exceed price quoted by the contractor.

2.12 Other Contractual Requirements:

- 2.12.1 Contract Agreement: The contract agreement shall consist of: (1) the RFQ (request for quotation) and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the RFQ, if any, and (4) MoDOT District 7's acceptance of the bid by "notice to proceed" or by "purchase order". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract agreement by reference.
 - a. The contract agreement expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.12.2 Contract Period: The original contract agreement period shall commence from date of "notice to proceed" through June 30, 2011. The Missouri Department of Transportation (MoDOT) District 7 shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event MoDOT District 7 exercises such right, all terms and conditions, requirements and specifications of the contract agreement shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the document.
- 2.12.3 Cost Determination: The low bid shall be determined by multiplying line item 001 by 12, to get an annual price for the elevator maintenance service per the original contract agreement period.
- 2.12.4 Contract Award: The contract will be awarded to the lowest responsive bidder determined as specified above.
 - a. Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- 2.12.5 Renewal Periods: If the option for renewal is exercised by MoDOT District 7, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract agreement.
 - a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract agreement period.

- b. MoDOT District 7 does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.12.6 Termination: MoDOT District 7 reserves the right to terminate the contract at any time, for the convenience of MoDOT District 7, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by MoDOT District 7 pursuant to the contract agreement prior to the effective date of termination.

4. PRICING PAGE

The bidder shall provide the following pricing for elevator maintenance services in accordance with the provisions and requirements specified herein.

- 4.1 Maintenance Service for Elevator in MoDOT District 7 Main Office Building** - The bidder shall provide a firm, fixed price per month for elevator maintenance services for the elevator listed below.

MoDOT DISTRICT 7 MAIN OFFICE BUILDING				
Elevator Building Location	Manufacturer	Type	Floors Served	Firm, Fixed Price Per Month
Elevator #1	Montgomery	Passenger-Hydraulic	2	\$
Line # 001	Total Firm, Fixed Price per Month for Maintenance Service for Elevator in the MoDOT District 7 Main Office Building			\$

- 4.2 Emergency Service Calls Performed During Non-Business Hours** - The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice during non-business hours. Business hours shall be defined as Monday through Friday, 7:30 a.m. to 4:00 p.m., excluding holidays.

Line #	Service	Firm, Fixed Price Per Hour
002	Emergency Service Performed by Mechanic	\$
003	Emergency Service Performed by Apprentice	\$

- 4.3 Supplemental Repair/Service** - The bidder shall state a firm, fixed price per hour for on-site Supplemental Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

Line #	Service	Firm, Fixed Price Per Hour
004	Supplemental Repair/Service Performed by Mechanic	\$
005	Supplemental Repair/Service Performed by Apprentice	\$
006	Percentage Over Actual Net Cost for Parts/Materials	%

- 4.4 Renewal Option** – The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), MoDOT District 7 shall have the right to execute the option at the same price(s) proposed for the original contract agreement period. Statements such as “a percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, not against the previous year’s price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%
Third Renewal Period	Original Price + _____%	or	Original Price - _____%

- 4.5 Pre-Maintenance Repairs/Services** – The bidder must submit an itemized list of repairs/services found to be needed, based on the bidder’s inspection of the facility and elevator, to restore the elevator listed below to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services.

MoDOT DISTRICT 7 MAIN OFFICE BUILDING		
Elevator Building Location	Repairs Needed	Firm, Fixed Price
Elevator #1		\$_____
Line # 007	Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for elevator in the MoDOT District 7 Main Office Building	\$

Should additional space be needed for listing needed repairs, attach additional pages as needed.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
title business name
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ An alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county: **Jasper**. The Annual Wage Order **#16** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- b. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Construction Safety Program

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

ATTACHMENT 1

PREVENTIVE MAINTENANCE SCHEDULE

Electric and Hydraulic Elevators

The contractor must comply with any and all requirements that are applicable to the covered unit being serviced in this contract agreement, as stated herein.

1. **Inspection Frequency:**

- 1.1 The contractor must inspect all covered units listed 'a minimum of once per month'. The duration of time between any two inspections for the same covered unit must be no more than thirty (30) calendar days.

2. **On each visit, the contractor must:**

- 2.1 Contact responsible building personnel regarding covered unit complaints.
2.2 Ride all cars, checking for any unusual noise or operation.
2.3 Correct all malfunctions and/or complaints noted.

3. **On a minimum of monthly, the contractor must perform the following services:**

3.1 Controller

- 3.1.1 Observe dispatching, timers, and relays for proper operation.
3.1.2 Check all controller and supervisory relays and contacts. Replace where necessary.

3.2 Hoist Machine

- 3.2.1 Check sleeve bearing oil.
3.2.2 Clean dirt and dust from exterior surface of machines.

3.3 MG Sets

- 3.3.1 Renew or reseal brushes as required.
3.3.2 Clean dirt and dust from exterior surface of MG sets.

3.4 Signal and Dispatching

- 3.4.1 Replace any burned out lamps in the starters control indicator panel, car operating panel, etc.
3.4.2 Observe dispatching, dispatching intervals, high and low call reversal circuits. Make corrections where necessary.
3.4.3 Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.

3.5 Car

- 3.5.1 Check photo cells and safety edges for door retraction and obstruction timing. Replace when requested.
3.5.2 Inspect car door operator. Clean, adjust, or replace pulleys, shafts, key ways, belts, cams, motor bushes. Lubricate where required.
3.5.3 Clean door guide channels.

3.6 Pit

- 3.6.1 Clean pit and iron work located within the pit.

ATTACHMENT 1 (cont.)

3.6.2 Empty drip pan in pit.

3.7 Hydraulic Machines - Pumping Units

3.7.1 Wipe up any oil residue around machine.

3.7.2 Maintain oil at proper level in tank.

3.7.3 Check for excessive leakage around valves and pumps.

3.8 Selector

3.8.1 Adjust and/or replace selector brushes and contacts.

3.9 Hoistway

3.9.1 Check hall button operation.

3.10 Jack Assembly

3.10.1 Checking packing gland for excessive oil leakage. Tighten or repack, if necessary.

3.10.2 Check plunger for signs of leakage or deterioration. Clean packing gland.

4. On a minimum quarterly schedule, the contractor must perform the following services:

4.1 Selector

4.1.1 Lubricate selector cable sheaves.

4.2 Hoist Machine

4.2.1 Observe worms and gears for end play, back lash, thrust, and any bearing wear in machine.

4.2.2 Renew or reseal brushes as required.

4.2.3 Clean and/or turn and undercut commutator.

4.3 MG Sets

4.3.1 Clean and/or turn and undercut commutators.

4.4 Car

4.4.1 Check alarm bell and communication system.

4.4.2 Check leveling units.

4.4.3 Check retiring cam device, chain, dash pots, pivots, fastenings, etc.

4.4.4 Inspect and clean car door or gate and related parts.

4.5 Hoistway

4.5.1 Check leveling switches and leveling operation.

4.5.2 Lubricate cup oil type sheave bearings.

4.5.3 Check hoistway lighting. Replace bulbs where necessary.

4.6 Emergency Operation

4.6.1 Test car emergency lights.

ATTACHMENT 1 (cont.)

4.7 Ropes

- 4.7.1 Check all ropes, grooves, and hitches and equalize tension. Lubricate where necessary. Advise MoDOT District 7 if ropes should be shortened or replaced.
- 4.7.2 Check rope, clamps, and shackles.
- 4.7.3 Check compensating chain or rope and hitches.

4.8 Hydraulic Machines - Pumping Units

- 4.8.1 Check tension and wear of "V" belts.
- 4.8.2 Inspect flexible hoses and connections.

4.9 Jack Assembly

- 4.9.1 Check platen bolts for cracks and tightness.

5. On a minimum semi-annual schedule, the contractor must perform the following services:

5.1 Controller

- 5.1.1 Check settings and operations of overloads.
- 5.1.2 Check controller voltages.
- 5.1.3 Check resistor tubes, grids, condensers, etc.

5.2 Selector

- 5.2.1 Clean and lubricate selector chains, guides, drives, and drums.

5.3 Hoist Machine

- 5.3.1 Check motor connections.

5.4 Car

- 5.4.1 Replace non-rechargeable emergency light batteries.
- 5.4.2 Check load weighing device.
- 5.4.3 Clean car tops and related hardware.
- 5.4.4 Check and adjust car door upthrusts.
- 5.4.5 Inspect guide shoes and roller guides. Lubricate if required.
- 5.4.6 Inspect broken tape or cable switches.
- 5.4.7 Check and test all safety devices.
- 5.4.8 Check clearance for car safety shoes.
- 5.4.9 Check stile channels for bends and cracks. Also, check car frame and support.
- 5.4.10 Check car operating panel, controls, and switches. Clean and lubricate when necessary.

5.5 Hoistway

- 5.5.1 Inspect reed switches.
- 5.5.2 Inspect limit switches, contacts, cam alignment.
- 5.5.3 Check sheave fastenings, grooves, lubricate grease type bearings.
- 5.5.4 Check stiles for cracks, bends, loose nuts, etc.
- 5.5.5 Inspect hoistway door guides and door closers.
- 5.5.6 Clean door hangers, tracks, and rollers. Adjust upthrust where necessary.

ATTACHMENT 1 (cont.)

5.6 Pit

- 5.6.1 Clean and lubricate governor tail sheave.
- 5.6.2 Check oil levels in buffers.
- 5.6.3 Clean and lubricate compensating sheave, selector tail sheave.

5.7 Emergency Operation

- 5.7.1 Activate fireman's recall system.
- 5.7.2 Test each covered unit's emergency service.
- 5.7.3 Activate emergency hospital service system.
- 5.7.4 Test emergency power system.

5.8 Governors

- 5.8.1 Clean, lubricate, and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion.

5.9 Hydraulic Machines - Pumping Units

- 5.9.1 Lubricate motor bearings.

6. On a minimum annual schedule, the contractor must perform the following services. The contractor must perform the initial annual services within 30 days of the beginning of the contract period:

6.1 Controllor

- 6.1.1 Clean and check fuses and fuse holders, replace when required.
- 6.1.2 Inspect dampening motor.

6.2 Hoist Machine

- 6.2.1 Inspect brake, brake drum, and drive sheave. Remove, clean, and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.
- 6.2.2 Change sleeve bearing oil.
- 6.2.3 Blow out machine with air pressure.
- 6.2.4 Check armature or rotor clearance.

6.3 MG Sets

- 6.3.1 Blow out machine with air pressure.
- 6.3.2 Check armature or rotor clearance.
- 6.3.3 Grease roller bearing.
- 6.3.4 Change oil in sleeve bearing.
- 6.3.5 Check MG set connections.

6.4 Car

- 6.4.1 Check car enclosure steadying device.

6.5 Hoistway

- 6.5.1 Check wear and insulation on traveling cables. Check junction box connection.
- 6.5.2 Clean hoist way, separator beams, guide rails, door guide channels, etc.

ATTACHMENT 2

PREVENTATIVE MAINTENANCE REPAIR COMPONENTS INCLUDED

ELEVATORS

Repairs to, or replacement of, covered unit components must include, but not necessarily be limited to the following:

- 1) Brake magnet coils and stators, brake shoes and linings.
- 2) Controller, selector, and dispatching equipment.
- 3) Relays, resistors, condensers, and transformers.
- 4) Contacts, leads, dashpots, and timing devices.
- 5) Steel selector tapes, and mechanical and electrical driving equipment.
- 6) Governor, governor sheave, and shaft assembly.
- 7) Governor bearing, contacts, and governor jaws.
- 8) Governor tension and sheave assembly.
- 9) Counterweight and counterweight guide shoes, including rollers or gibes.
- 10) Hoist way door interlocks and hangers.
- 11) Car door guides, sill guide tracks, and auxiliary door closing devices.
- 12) Car Door hanger, contact, and power operator.
- 13) Car guide shoes, gibes, or rollers.
- 14) Hydraulic pumps and valves.
- 15) Packing for hydraulic jacks.
- 16) Drive belts and sheaves.
- 17) Leveling devices.
- 18) Push buttons and indicator lamps.
- 19) Car lamps, light fixtures, and ventilating fans.
- 20) Repair and adjustment of motor and gearing assemblies.
- 21) Emergency light system and batteries.
- 22) Replacing Ropes

ATTACHMENT 3

SUPPLEMENTAL REPAIRS/SERVICES

The following are Repairs/Services considered Supplemental Repairs/Services:

1. Replace car enclosure or framing, flooring, or carpeting.
2. Replace car guide rails.
3. Replace door panels on either the cab or hoist way opening.
4. Repair hoist way structure, including landing sills.
5. Repaint or decorate car enclosure or doors.
6. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor or his representatives or employees, or by any other cause beyond the control of the contractor, except those made necessary by ordinary wear and tear.
7. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
8. Replace jack cylinder and/or casing or the buried oil supply lines.
9. Extend electric power supply to equipment, ahead of main switch which controls that equipment.
10. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
11. Cleaning and general housekeeping of elevator cabs.